



County of Los Angeles CHIEF EXECUTIVE OFFICE

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WILLIAM T FUJIOKA
Chief Executive Officer

June 10, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC WORKS: BELVEDERE GARBAGE
DISPOSAL DISTRICT
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

SUBJECT

This action is to amend a contract for Belvedere Garbage Disposal District in the area of East Los Angeles to continue Task Two, which is the cleanup of unauthorized dumping in the street and alley rights of way and disposing of refuse from public curbside containers within the Belvedere Garbage Disposal District, to continue on a month-to-month basis for up to 12 months until replacement contracts are awarded.

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE BELVEDERE DISPOSAL GARBAGE DISTRICT:**

1. Find that the work is categorically exempt from the provisions of the California Environmental Quality Act.
2. Approve amending Contract No. 73961 with Consolidated Disposal Service, LLC, located in Santa Fe Springs, California, for the Belvedere Garbage Disposal District, Task Two only, to enable this contract to continue on a month-to-month basis for up to 12 months effective July 1, 2008, not to exceed an annual sum of \$163,800 (\$13,650 monthly), while the Department of Public Works completes the solicitation process for replacement contracts.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

3. Authorize the Acting Director of Public Works or his designee to adjust the contract sum to allow for a cost-of-living adjustment in accordance with County policy and the terms of the contract and to increase the contract amount up to an additional 25 percent of the contract sum for unforeseen, additional work within the scope of the contract, if required.
4. Authorize the Acting Director of Public Works or his designee to execute the amendment upon proper execution by the contractor and approval as to form by County Counsel; and to renew the contract on a month-to-month basis for each month if, in the opinion of the Acting Director of Public Works, the Consolidated Disposal Service, LLC, has successfully performed the work during the previous month and the services are still required; and to suspend work if, in the opinion of the Acting Director of Public Works, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to amend Contract No. 73961 with Consolidated Disposal Service, LLC, located in Santa Fe Springs, California, to extend Task Two of the Belvedere Garbage Disposal District (District) on a month-to-month basis starting July 1, 2008, for up to 12 months. This amendment is required to continue the weekly cleanup of unauthorized dumping in the District's street and alley rights of way and to collect and dispose of refuse from public curbside containers to prevent blight and ensure that the service area maintains a reasonable state of cleanliness while the Department of Public Works (Public Works) completes the solicitation process for replacement contracts.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide Service Excellence (Goal 1), Organizational Effectiveness (Goal 3), and Community Services (Goal 6). This contract amendment will ensure continuous and responsive cleanup services and will support Public Works in meeting this Plan.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. The requested not-to-exceed amount of \$163,800 (\$13,650 monthly) for the 12-month period is based on the current monthly rate for Task Two services. In addition, the contract sum can be adjusted to allow for a cost-of-living adjustment in accordance with County policy and the terms of

the contract and increased by an additional 25 percent of the contract sum for unforeseen, additional work within the scope of the contract, if required. Financing for these services is included in the Proposed Fiscal Year 2008-09 Road Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The amendment, which is substantially reflected in the attached form will continue the contract's current terms, specifications, and conditions. The Acting Director of Public Works or his designee will execute the amendment in accordance with your Board's authorization and only upon proper execution by the contractor and approval as to form by County Counsel.

Your Board approved this contract on April 23, 2002, Synopsis No. 23. The contract was for the automated collection of refuse, recyclable materials, and green waste generated by all residences, commercial operations, and their management, transportation, and disposal or diversion (Task One); and for the weekly cleanup of unauthorized dumping in the District's street and alley rights of way and the collection and disposal of refuse from public curbside containers (Task Two). This contract was scheduled to expire on June 30, 2007. On May 29, 2007, Agenda Item 70, your Board approved a separate contract for automated collection and disposal or diversion of refuse, recyclables, and green waste in the District (Task One).

On June 12, 2007, Agenda Item No. 61, your Board approved Amendment 1 to this contract to continue (Task Two) the weekly cleanup of rights of way and disposing of refuse from public curbside containers for an additional 12 months from July 1, 2007, to June 30, 2008, while Public Works completed the solicitation process for replacement contracts to provide the street and alley cleanup services.

Due to the State's recent budget actions that caused an unanticipated budget shortage experienced by the Road Fund, an extensive review of funding was necessary prior to soliciting replacement contracts. Funding has now been identified in Road Fund for this program, and we do not anticipate requesting any further extensions. Public Works anticipates that within 12-month extended contract period, or sooner, it will receive and evaluate proposals and recommend award of contracts for continued provision of this service.

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from the provisions of the California Environmental Quality Act (CEQA). These services are within a class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 (b) of CEQA.

The Honorable Board of Supervisors
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IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the amendment will continue the current contract services.

CONCLUSION

Please return an adopted copy of this letter to the Department of Public Works, Administrative Services Division.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "William T. Fujioka", with a stylized flourish at the end.

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:DDE
GZ:dw

Attachment

c: County Counsel
Department of Public Works (Road Maintenance)

AMENDMENT 2 TO CONTRACT NO. 73961

BELVEDERE GARBAGE DISPOSAL DISTRICT

THIS AMENDMENT, made and entered into as of this _____ day of _____, 2008, by and between the County of Los Angeles Board of Supervisors, acting as the governing body of the BELVEDERE GARBAGE DISPOSAL DISTRICT (hereinafter referred to as DISTRICT) and Consolidated Disposal Service, LLC, a subsidiary of Republic Services, Inc., (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 73961 was entered into between the DISTRICT and the CONTRACTOR on April 23, 2002, for the automated collecting; transporting; and disposing/managing of separate refuse, recyclable materials, and green waste generated by all residences, multifamily residences, businesses, and commercial/industrial establishments (Task One); and for the weekly cleanup of all streets and alleys rights of way and the removal and disposal of refuse from curbside containers (Task Two) as directed within the DISTRICT; and

WHEREAS, on June 12, 2007, Task Two was extended on a month-to-month basis for 12 months, for the period of July 1, 2007 through June 30, 2008; and

WHEREAS, the DISTRICT wishes to continue just Task Two services for collecting, transporting, and disposing refuse and debris from all streets and alleys and collecting and disposing of refuse from public curbside containers within the boundaries of the District, on a month-to-month basis up to an additional 12 months; and

WHEREAS, the CONTRACTOR is willing to perform these refuse and debris cleanup services, on a month-to-month basis up to an additional 12 months under all the terms as set forth in Contract No. 73961, and this AMENDMENT.

NOW, THEREFORE, in consideration of these facts and payment to be made by the DISTRICT, the DISTRICT and the CONTRACTOR agree that Contract No. 73961 between them shall be amended as follows:

FIRST: The Contract is hereby amended to provide that the CONTRACTOR shall continue to perform refuse and debris cleanup services on all streets and alleys within the boundaries of the DISTRICT as shown on Exhibit A. The monthly charge for performing these services will be \$13,650 per month, for the 12-month period that shall not exceed \$163,800 (Maximum Contract Sum), as set forth in the Schedule of Prices attached hereto as Form PW-2 plus cost-of-living adjustment of four percent for Fiscal Year 2007-2008, or such greater amount as the Board may approve.

SECOND: The duration of this Contract is hereby amended and modified to extend the expiration of the term of the Contract on a month-to-month basis for a period of up to 12 months effective as follows:

- CONTRACTOR shall provide continuous performance of this Contract from month to month, commencing on July 1, 2008, up to the maximum period of 12 months, through and including June 30, 2009, unless the COUNTY provides written notice of nonrenewal at least ten days before the last day of any month, in which case this Contract shall expire as of midnight on the last day of that month.

THIRD: Notwithstanding any other provision of the Contract, The Director may adjust the rate of compensation set forth in Form PW-2 (Schedule of Prices) annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics', All Urban Consumers Price Index for the Los Angeles-Riverside-Orange County Area (CPI). July 1, 2008, shall be the effective date for any such cost-of-living adjustment. The percentage change in the rate of compensation shall equal 12 times the average monthly change in the CPI over the first nine months of the contract term preceding the effective date. However, any percentage increase shall not exceed the general salary movement granted to COUNTY employees as determined by the COUNTY'S Chief Administrative Office as of July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in COUNTY employee salaries, no cost-of-living adjustment will be granted.

FOURTH: Except as modified in the AMENDMENT, all other terms, requirements, specifications, and conditions relating to Task Two of the original Contract shall remain in full force and effect.

[illegible]

IN WITNESS WHEREOF, the DISTRICT has, by order of its Board of Supervisors, caused these presents to be subscribed by the Acting Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

BELVEDERE GARBAGE DISPOSAL
DISTRICT

By _____
Acting Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

CONSOLIDATED DISPOSAL SERVICE, LLC, a
subsidiary of Republic Services, Inc.

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name